



BRISTOL BAY BOROUGH

CONSTRUCTION CONTRACT

KING SALMON HEIGHTS ROAD REHABILITATION

Project Name

This CONTRACT, between the Bristol Bay Borough, herein called the Borough, acting by and through its Contracting Officer, and

Southwest Alaska Contractors, LLC.

Company Name

701 W. 41st Avenue, #104, Anchorage, AK, 99503

Company Address (Street or PO Box, City, State, Zip)

a/an ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship ☒ Corporation incorporated under the laws of the State of Alaska, its successors and assigns, herein called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Borough, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the above-referenced project at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of **Seven Hundred Fifty Five Thousand Seven Hundred Thirty Eight and 50/100 Dollars (\$755,738.50)**, and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents are made a part of this Contract and accepted as such.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Borough, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Borough. In no event shall the Borough be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the Borough. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Borough, on or before: **September 30, 2013** or within n/a calendar days. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Borough, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Borough shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Borough shall have the right to recover **Seven Hundred Fifty and no/100 dollars (\$ 750)** per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

The bonds given by the Contractor in the sum of \$ 377,869.25 Payment Bond, and \$ 377,869.25 Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

CONTRACTOR

Southwest Alaska Contractors, LLC

Company Name



Signature of Authorized Company Representative

Bernard M. Brown Managing Member

Typed Name and Title

June 13, 2013

Date

(Corporate Seal)

BRISTOL BAY BOROUGH



Signature of Contracting Officer

John Fulton Borough Manager

Typed Name and Title

6/13/13

Date



BRISTOL BAY BOROUGH

PREFORMANCE BOND

Bond No. 0176646

For
KING SALMON HEIGHTS ROAD REHABILITATION

Project Name

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That Southwest Alaska Contractors, LLC
of 701 W. 41st Avenue, Suite #104, Anchorage, AK 99503 as Principal,
and Berkley Regional Insurance Company
of 2233 112th Avenue NE, Bellevue, WA 98004 as Surety,

firmly bound and held unto the Bristol Bay Borough in the penal sum of
Seven Hundred Fifty Five Thousand Seven Hundred Thirty Eight and 50/100----- Dollars

(\$ 755,738.50) good and lawful money of the United States of America for the payment whereof,

well and truly to be paid to the Bristol Bay Borough, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said Bristol Bay Borough, on the 13th day of June, 20 13, A.D for construction of the above-referenced project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the Department of Transportation and Public Facilities any sums paid him which exceed the final payment determined to be due upon completion of the project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Anchorage, Alaska
this 13th day of June A.D., 20 13

Principal: Southwest Alaska Contractors, LLC

Address: 701 W. 41st Avenue, Suite #104, Anchorage, AK 99503

By: 

Contact Name: Bernard M. Brown

Phone: (907) 339-8000

Surety: Berkley Regional Insurance Company

Address: 2233 112th Avenue NE, Bellevue, WA 98004


By: 

Contact Name: Christin M. Hubble, Attorney-in-Fact

Phone: (907) 562-2225

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Bristol Bay Borough

 John Fulton, manager
See Instructions on Reverse

Date 6-13-13

INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.



BRISTOL BAY BOROUGH

PAYMENT BOND

Bond No. 0176646

For
KING SALMON HEIGHTS ROAD REHABILITATION

Project Name

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That Southwest Alaska Contractors, LLC
of 701 W. 41st Avenue, Suite #104, Anchorage, AK 99503 as Principal,
and Berkley Regional Insurance Company
of 2233 112th Avenue NE, Bellevue, WA 98004 as Surety,

firmly bound and held unto the Bristol Bay Borough in the penal sum of
Seven Hundred Fifty Five Thousand Seven Hundred Thirty Eight and 50/100----- Dollars

(\$ 755,738.50) good and lawful money of the United States of America for the payment whereof,
well and truly to be paid to the Bristol Bay Borough, we bind ourselves, our heirs, successors, executors, administrators, and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said Bristol Bay Borough, on the 13th day
of June, 20 13, A.D for construction of the above-referenced project, said work to be done according to the terms of said
contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall comply with all requirements
of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work
under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, any
subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they
shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Anchorage, Alaska
this 13th day of June A.D., 20 13

Principal: Southwest Alaska Contractors, Inc.

Address: 701 W. 41st Avenue, Suite #104, Anchorage, AK 99503

By: [Signature]

Contact Name: Bernard Brown

Phone: (907) 399-8000

Surety: Berkley Regional Insurance Company

Address: 2233 112th Avenue NE, Bellevue, WA 98004

By: [Signature]

Contact Name: Christin M. Hubble, Attorney-in-Fact

Phone: (907) 562-2225

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Bristol Bay Borough

[Signature] John Fulton, manager
See Instructions on Reverse

Date 6-13-13

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Barbara R. Johnson, Marie I. Matetich, David L. Eckroth, Christin M. Hubble, Jennifer L. Schultz or Sherisa M. Crevier of Parker, Smith & Feek, Inc. of Anchorage, AK* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 21 day of March, 2013.

Attest:

Berkley Regional Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

By

Ira S. Lederman
Ira S. Lederman
Senior Vice President & Secretary

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 21 day of March, 2013, by Jeffrey M. Hafter and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEEN

NOTARY PUBLIC, STATE OF CONNECTICUT
MY COMMISSION EXPIRES JUNE 30, 2017

Eileen Killeen
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 13th day of June, 2013.

(Seal)

Andrew M. Tuma
Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group, LLC is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group, LLC
412 Mount Kemble Avenue
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department**

Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.